

RESOLUTION #2022 - 57

**RESOLUTION OF THE MANTUA TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY AUTHORIZING A
SHARED SERVICES AGREEMENT WITH
THE TOWNSHIP OF MANTUA**

WHEREAS, the Mantua Township Municipal Utilities Authority (“MTMUA”), has its principal place of business at 401 Main Street, Mantua, New Jersey 08051 and the Township of Mantua (“Township”) has its principal offices at 401 Main Street, Mantua, New Jersey 08051; and

WHEREAS, the purpose of MTMUA is the provisioning of water and sewer services to the residents of Mantua Township; and

WHEREAS, the Township and the MTMUA each desire to lower costs of services to their respective taxpayers/ratepayers and each desires to seek ways to share and/or consolidate municipal services where possible; and

WHEREAS, pursuant to the Uniformed Shared Services and Consolidation Act. N.J.S.A. 40A:65-1, et seq., municipalities and other local units may enter into Shared Services Agreements with other governmental units by the adoption of a Resolution; and

WHEREAS, MTMUA is a local unit as defined by N.J.S.A. 40A:65-3; and

WHEREAS, MTMUA and the Township have concluded that their residents will benefit from the sharing of certain defined services; and

WHEREAS, the Township and the MTMUA have negotiated a Shared Service Agreement (SSA) wherein both parties have agreed, inter alia, that the duties and responsibilities of the MTMUA under the SSA shall be: **1.** the MTMUA shall authorize employee(s) to provide accounts payable, administrative and other such clerical services as may be necessary to assist the Township in its daily office responsibilities, **2.** the MTMUA shall authorize and designate an employee to coordinate the capital and construction projects between both entities and to serve as a point person to enable active communication during the activities of the project, **3.** the MTMUA shall

authorize and designate an employee to provide zoning officer services to the Township of Mantua. The Township will be responsible to reimburse the MTMUA for the cost of these services, **4.** the MTMUA shall authorize and designate an employee to provide park/facilities director services to the Township of Mantua. The Township will be responsible to reimburse the MTMUA for the cost of these services, **5.** the MTMUA shall provide staffing for assistance with park/facilities to the Township as needed; and

WHEREAS, the Township and MTMUA have negotiated a “Shared Service Agreement” wherein both parties have agreed the duties and responsibilities of the Township shall be: **1.** the Township will provide police personnel (where needed) for traffic control during road repairs as long as it does not create an overtime expenditure, **2.** the Township will provide use of dump trucks/and or equipment during emergency repairs required to be completed by the MTMUA, if necessary, **3.** the Township will provide use of road safety markers and temporary lighting (upon request) during road repairs, if necessary, **4.** the Township shall provide office space and appropriate work stations to all MTMUA employees providing services to the Township under this agreement, **5.** the Township shall provide grounds keeping services to the former MTMUA Administration Building including, but not limited to, providing salt and plowing for the parking lot before and after snow/ice storms and other adverse weather events, **6.** the Township shall be responsible for maintaining and repairing all MTMUA vehicles and with cost of the parts being directly invoiced to the MTMUA and the MTMUA shall be responsible for payment directly to the vendor, **7.** the Township Tax Collector shall assist the MTMUA in listing delinquent accounts subject to tax sale Fifty (50) Days prior to the Tax Sale with any monies collected being directed to the MTMUA or the Township depending upon which entity is entitled to the funds, **8.** the Township Tax Collector shall send out Tax Sale Notices including those reflecting monies owed to the MTMUA, **9.** the Township Tax Collector shall administer and perform all duties associated with the tax sale on behalf of the MTMUA, **10.** the Township Tax Collector shall send a list of properties that were sold at the Tax Sale to the MTMUA within two (2) days after

the actual tax sale, and the monies owed as a result of said sale shall be paid to the MTMUA within thirty (30) days following said tax sale; **11.** the Township will share staff to collect water and sewer payment; and

WHEREAS, the Township shall pay the MTMUA the sum of \$33,710.00 for 2022 for all services performed by the MTMUA on behalf of the Township under the terms of this Shared Service Agreement. The total amount owed to the MTMUA from the Township of Mantua for 2023 will be \$7,500.00; and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to the Shared Services Agreement; and

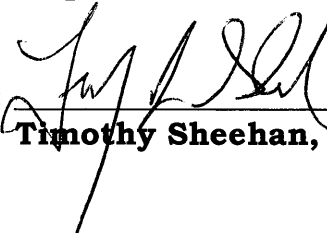
WHEREAS, the proper and respective officials of MTMUA and the Township are authorized to execute the Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mantua Township Municipal Utilities Authority as follows:

1. The Mantua Township Municipal Utilities Authority does hereby authorize participation in the Shared Services Agreement between MTMUA and the Township of Mantua, as attached hereto and incorporated herein at length, from August 15, 2022 through December 31, 2030, unless properly terminated by December 30, 2030 by mutual consent authorized by form Resolution of both Parties.

DULY ADOPTED at the Regular Meeting of the Mantua Township Municipal Utilities Authority held on January 17, 2023.

**The Mantua Township
Municipal Utilities Authority**

By: 

Timothy Sheehan, Chairman

ATTEST:



John Parks, Secretary

Governing Body	Recorded Vote		Resolution 2022-57: Township SSA		
Member	Aye	Nay	Abstain	Absent	
Timothy Sheehan, Chairman	✓				
Mario Dilisciandro, Vice Chair	✓				
John Parks, Secretary	✓				
Daniel Hauss, Treasurer	✓				
Victor Torino, Engineering Coordinator	✓				
Howard Bruner, Alternate #1					
VACANT, Alternate #2					